" 'Every precaution had been taken, save that of locking it, against its improper use.'

"The situation is altogether different from that in the case at bar, where the door in question was so located that when open, as the evidence tends to show it was when the accident happened, it was the apparent way provided for persons having business with the bank to enter for the transaction of such business. The open door, the presence of the man with whom appellee had business, the appearance of the balustrade, and all the attendant circumstances were such that the jury might have found that appellee was not guilty of negligence in failing to look toward the spot where he was about to step as he passed through the open doorway. As bearing on this question, see Mathews *v.* City of Cedar Rapids, 80 Iowa, 459, 45 N. W. 894, 20 Am. St. Rep. 436; Overton *v.* City of Waterloo, 164 Iowa, 332, 145 N. W. 889; Erickson *v.* Town of Manson, 180 Iowa 378, 160 N. W. 276."

Parol Evidence—Party Who Signed as Maker May Show that He Signed Merely as Witness.—In Figari *v.* Olcese, 195 Pac. 425, the Supreme Court of California held that one who has signed note apparently as maker may show by parol evidence as against the payee that he has signed with the knowledge of the payee in a different capacity and with a different liability, where such facts are pleaded.

The court said in part: "Even where one has joined apparently as a maker of a note, he may show by parol evidence, as against the payee, that he has signed, with the knowledge of the payee, in a different capacity and with a different liability, where, as here, such facts are pleaded. Civ. Code, § 2832; 3 R. C. L. p. 1138; Kelly *v.* Gillespie, 12 Iowa 55, 79 Am. Dec. 516; Spencer *v.* Alki Point Transp. Co., 53 Wash. 77, 132 Am. St. Rep. 1058, 101 Pac. 509; Gillett *v.* Taylor, 14 Utah 190, 60 Am. St. Rep. 890, 46 Pac. 1099; Windhorst *v.* Bergendahl, 21 S. D. 218, 130 Am. St. Rep. 715, 111 N. W. 544; Farmers' Nat. Gold Bank *v.* Slover, 60 Cal. 387; Casey *v.* Gibbons, 136 Cal. 368, 68 Pac. 1032. This is true for the purpose of showing that an apparent principal is only bound as a surety, notwithstanding the appending of the word 'surety' after the signature does not in itself change the liability of the party so signing. Aud *v.* Magruder, 10 Cal. 282; Southern California Nat. Bank *v.* Wyatt, 87 Cal. 616, 25 Pac. 918. It surely follows that where the signer, with the knowledge and assent of the payee, has signed only as a witness, and has qualified his signature on the note itself by so significant a designation as the word 'Witness,' he may be permitted to show that his name was written and accepted in that capacity alone.

"It may be admitted that it is an unnecessary and unusual precaution to have the execution of a promissory note witnessed, but it appears that all of the parties to this transaction were unfamiliar with business customs and requirements, and the respondent testified that this was his first experience with a promissory note."